

## **TERMS & CONDITIONS FOR THE ROLAND VS ATTACK QUIZ**

### **1. CONTEST DESCRIPTION**

The Roland vs Attack quiz gives you a chance to win prizes by completing an interactive and immersive quiz hosted by Attack Magazine.

### **2. CONTEST PERIOD**

This contest starts on June 26th 2020 and ends on June 3rd, 2020 (11:59PM GMT)

### **3. ELIGIBILITY**

3.1. This Contest is classified as a Skill Competition with the winner selected by Eric Brünjes at Attack Magazine. Winners are chosen at random.

3.2. The Contest is eligible to Entrants worldwide.

3.3. The Contest is eligible to Entrants worldwide and Entrants must be eighteen(18) years of age or older at the time of entry (except in the case of residents of certain jurisdictions where the legal age of majority is greater than eighteen (18) years of age, then such legal age of majority). Entries are void where such activity is prohibited by law

3.3. Entries are void where such a activity is prohibited by law. All country, federal, state and local laws, rules and regulations will apply.

3.4. Employees of Sponsor,their affiliates, members of their immediate families (defined as spouse, child, sibling, parent, or grandparent), and members of their households (whether or not related) are NOT eligible to enter or win.

3.5. Each Entrant may submit as many entries as they wish. However, multiple entries submitted from one person does not increase the possibility of winning.

#### **3.15. SELECTION OF WINNERS**

4.1. Three (3) winners of the Contest are to be selected from the Eligible Entries only (as per Sections 3 – Eligibility and 6 – Prohibited Entries).

4.2. The process of the selection of potential winners, and any shortlists, is at the discretion of Attack Magazine

4.3. The process of selection involves a shortlist of entries to be scored by the jury:

Eric Brunjes (editor and owner at Attack Magazine)

4.4. Once potential winners have been verified , they will be contacted directly via their email from where the entry was submitted.

4.5. If a potential winner cannot be contacted within 5 days after the first attempt to contact such potential, winner, then an alternate winner will be selected in his or her place from all entries received.

4.6. All prizes will be awarded provided a sufficient number of qualified Eligible Entries are received.

#### **4. PRIZES**

5.1. The three winners of the Contest will each receive:

First prize: A bundle including a Roland Jupiter XM, a Roland MC-101 Groovebox, Roland Boutique TR-08 and 1 Years FREE Roland Cloud Ultimate Subscription.

Second prize: 1 Years FREE Roland Cloud Ultimate Subscription.

Third prize is 1 years free Zen Beats Ultimate Unlock.

5.2. The prizes offered in this Contest may not be transferred, assigned or substituted.

5.3. This Contest does not have a cash prize.

5.4. There will only be one prize awarded per Entrant

5.5. This offer may not be combined with any other Sponsor offers per their respective fulfillment terms and conditions

#### **PROHIBITED ENTRIES**

6.1. Eligible Entries cannot contain any content that is obscene, offensive, violent, derogatory, profane or sexually explicit, as may be determined by Sponsor in their sole and absolute discretion.

6.2. Eligible Entries cannot contain material that violates or infringes another party's rights, including, without limitation, privacy, copyright, publicity or any other intellectual property rights.

6.3. Sponsor reserves the right to report any submitted content for deletion or removal which infringes or suspected to infringe any third party's intellectual property rights.

6.4. Eligible Enty cannot infringe or violate any guidelines or terms of service for Social Media.

6.5. Entrants agree to abide by all applicable country, federal, state and local laws and regulations.

#### **PERSONAL DATA**

7.1. Sponsor will collect the following information from the winner:

First and Last name  
A working phone number  
Address to ship the prize  
Active e-mail address.

7.2. Sponsor will use personal information for shipping the prize and managing this Contest, and we will share or transfer the personal information with overseas group companies, as appropriate, for shipping. By entering the Contest, you consent to our collection of such information.

7.3. All entries and information submitted in this Contest will be treated in accordance with Sponsor's "Policies on the Protection of Personal Information" and "Privacy Statement" as found <https://www.attackmagazine.com/about/#privacy>

7.

## 8. CONTEST DETAILS

1. 8.1. This Contest is administered by Attack Magazine. Social Media are not sponsors, endorsers, administrators, or associates of this Contest, and are released from any, and all, liability related to this Contest.
2. 8.2. By entering the Contest, Sponsor will expect your entry to comply with the Terms & Conditions.
3. 8.3. Entry is limited to the owner of the Eligible Entry. Permissions must be granted by any other persons and parties who may appear in the entry.
4. 8.4. Attack Magazine reserves the right to cancel, terminate or modify the terms and conditions of this Contest at any time at their sole and absolute discretion.

## 9. TERMINATION OF CONTEST OR ANY SUBMISSION

9.1. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Sponsor may, at its sole discretion, disqualify any individual who (a) tampers or attempts to tamper with the entry process or the operation of the Contest or any Sponsor; (b) violates, circumvents, or attempts to violate or circumvent the Official Rules; (c) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## 10. ISSUES OF LAW

10.1. 10.2.

TAXES. ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS AND FINALISTS.

**GOVERNING LAW.** All federal, state/province and local laws and regulations are applicable. By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of Japan without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Japan irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Japan and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

**SEVERABILITY.** If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or

10.3.

impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to

achieve the purpose of the invalid provision by a new legally valid stipulation.

#### 10.4. IMPORTANT DISCLAIMERS AND LIMITATIONS

There are NO WARRANTIES express or implied made by Attack Magazine and, additionally, no implied indemnities of any kind.

No liability or responsibility is assumed by Attack Magazine arising from or relating to any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Sponsor shall not have any responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the Internet or the website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of the Internet and any websites are at Entrant's own risk. Sponsor is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the website or the download of any information from the website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A FINALIST OR A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR ANY WEBSITES. ALL DATA, INFORMATION, PRODUCTS, SERVICES AND GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND ANY WEBSITES ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

IN NO EVENT SHALL SPONSOR, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE CONTEST. THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY SPONSOR, THE USE OR EXPLOITATION OF ANY CONTENT, OR OTHERWISE, EVEN IF SPONSOR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

CONTEST PARTICIPANTS AGREE AND UNDERSTAND THAT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE CONTEST REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN SPONSOR AND THE PROMOTION PARTIES AND THE RELEASE PARTIES, ON THE ONE HAND, AND PARTICIPANTS, ON THE OTHER. SPONSOR COULD NOT PUT ON THIS CONTEST "BUT FOR" PARTICIPANTS' AGREEMENT AND COMPLIANCE WITH THESE OFFICIAL RULES AND SPONSOR IS RELYING ON EACH PARTICIPANT'S COMPLIANCE WITH THE OFFICIAL RULES TO ENSURE THAT THE CONTEST IS RUN IN ACCORDANCE WITH APPLICABLE LAW.

At any time and from time to time during the Contest Period or at any related competition or live event, upon the request of Sponsor, Entrants, finalists and winners will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and/or or delivered, all such further documents, instruments or assurances as may be necessary, desirable or proper to carry out the intent and accomplish the purposes of this Contest and these rules.

## **11. DEFINITIONS**

1. "Sponsor" means Attack Magazine
2. "Contest" means The Attack Magazine x Roland Quiz
3. "Social Media" means Facebook, Instagram, Twitter and YouTube.
4. "Entrant" means any member of the public who submits a finished quiz
5. "Verified" means that the winner meets all Eligibility criteria as per Section 3.